

## **Employment Agreement**

This Employment Agreement ("Agreement"), made and entered into this April 1, 2023, by and between the City of Woodland, a California municipal corporation, ("City") and [REDACTED] ("Employee"), an individual, both of whom agree as follows:

### **Section 1. Appointment; Duties and Authority**

A. City agrees to employ Employee as Director of Administrative Services, to perform the functions and duties specified in the Woodland Municipal Code, subject to the direction and oversight of the City Manager, and to perform other legally permissible and proper duties and functions. Employee's appointment is "at will," meaning that the employment can be terminated at any time, with or without cause. Employee reports to, and serves at the pleasure of, the City Manager.

B. Employee agrees to maintain any licenses or certifications required by Employee's job description.

### **Section 2. Hours of Work.**

The Employee as Director of Administrative Services is an exempt position, and Employee is expected to engage in those hours of work necessary to fulfill the obligations of the position. Employee must be available to other staff and members of the public during City's regular hours of business, and generally Employee is expected to be working during such regular hours of business. Employee's position also requires frequent time worked outside of customary business hours (e.g. to attend City Council meetings or other functions on City's behalf). As such, Employee's daily and weekly work schedule will vary in accordance with the work to be performed and in accordance with specific direction provided by the City Manager.

### **Section 3. Performance Evaluation**

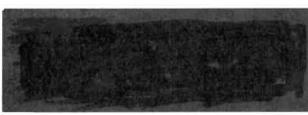
The City Manager shall conduct an annual evaluation of Employee's performance on a date agreed by City Manager and Employee, but not later than April 1<sup>st</sup> of each year. The evaluation process shall include a written evaluation, as well as a meeting to discuss the evaluation and to provide direction and feedback. Progress on achieving established goals will inform any additional discretionary compensation adjustments during the term of this agreement.

### **Section 4. Compensation**

A. City agrees to pay Employee a monthly gross base salary of \$14,500.

B. Effective April 1, 2024, employee shall receive a 3.5% salary adjustment in lieu of a step increase.

C. Salary changes approved for and applied to any other employees of City shall not be applied to Employee unless the City Council expressly provides that they shall apply. Any salary increase shall be contingent on the City Manager's positive evaluation of Employee's performance described in this Agreement.



D. Employee shall be paid at the same intervals and in the same manner as other management employees, and all wage payments are subject to applicable payroll taxes and withholdings.

E. Employee is entitled to 10% Acting Pay differential if designated to serve in Acting Capacity (for period of 24 hours or more).

F. The City of Woodland will match Employee's deferred compensation contribution up to three percent (3%) of Employee's base salary, subject to the limitations and restrictions imposed by law and by the City's 457 Plan. Only plans approved by the City in its deferred compensation program will be eligible for the City contribution. Employee is responsible to ensure that Employee's contribution and the City's matching contribution meet Internal Revenue Code Section 457 deferred compensation program requirements. In addition, as salary is adjusted, Employee will be responsible to make periodic changes to the amounts of compensation deferred.

### **Section 5. Health, Disability and Life Insurance Benefits**

A. City agrees to provide Employee with access to the same City-sponsored health and welfare benefit programs (medical, dental, vision, long term disability, and life insurance), and the same City contributions to the costs of such programs, as are provided under the Miscellaneous Mid-Management Employee MOU ("Mid-Management MOU"), except as otherwise specified in this Agreement. City will make the required premium payments for short term and long term disability insurance coverage for Employee during the Term of this Agreement. City shall also pay the amount due for term life insurance in an amount equal to \$50,000. Employee shall have the right to choose the beneficiary on such policy.

B. Employer agrees to provide and pay the City allowance for vision, dental and comprehensive medical insurance for Employee and his/her eligible dependents. The Employer's contribution toward health insurance shall be equal to that which is provided to all other full-time miscellaneous mid-management employees of the Employer.

C. If Employee provides proof of coverage under an outside medical insurance program, Employee may decline to accept medical coverage, and will be eligible for cash-in-lieu payment of \$405 per month.



**Section 6. Holidays, Vacation, Sick, and Administrative Leave**

A. Sick Leave. Employee shall accrue sick leave at the rate of one (1) day (i.e. 8 hours) for each month worked. Employee may use paid sick leave in accordance with the City's sick leave policy, for those purposes specified in City policy and the California Labor Code. Sick leave is not eligible for cash-out at any time, and any remaining accrued sick leave at such time of Employee's retirement from City service will be governed by the then-existing City contract with CalPERS.

B. Vacation. Employee shall accrue vacation leave at the rate of twenty three (23) days for each year worked, earned on a pro rata basis per pay period. Employee shall also have 16 vacation hours added to vacation leave total as of July 1 each year.

Employee with ten (10) years of service or less may carry an unused vacation leave balance of no more than thirty-four (34) days (272 hours) past January 1st of each year. Employee with more than ten (10) years of service may carry an unused vacation leave balance of no more than forty-four (44) days (352 hours) past January 1st of each year. Employees with fifteen (15) years of service or more may carry an unused vacation leave balance of no more than fifty (50) days (400 hours) past January 1 of each year.

Each calendar year employee may, at his/her request, have up to ninety-six (96) accrued but unused vacation leave hours paid directly to him/her at their regular hourly rate of pay at the time of the request in lieu of time off; providing the employee has previously taken at least one (1) week of vacation time off in the same calendar year.

C. Holidays. Employee shall be entitled to those paid holidays recognized by the City in the Mid-Management MOU.

D. Administrative Leave. Employee shall receive an annual bank of ninety-six (96) hours administrative leave on July 1 each year. The City and Employee agree that Employee may cash out up to 80 hours of unused Administrative Leave anytime during each fiscal year, and that any remaining administrative leave in Employee's leave bank as of each June 30 will be forfeited.

**Section 7. Automobile and Monthly Expense Allowance**

A. City shall pay the cost of any fidelity or other bonds required by law or City policy. Further, City shall reimburse Employee at the standard IRS mileage rate for any business-related use of a personal vehicle for official business, excepting that Employee should always attempt to utilize a vehicle owned by City to avoid such expense whenever possible. Other business-related expenses Employee may incur are eligible for reimbursement under the terms of City's expense reimbursement policies.

B. Employee shall be eligible to participate in the Professional Growth Incentive Program. Employee may receive a reimbursement for professional memberships (including licenses, applications and renewal fees), subscriptions, professional training and computer equipment and software consistent with the terms of the program as provided to members of the Mid-Management Professional Association. Maximum reimbursement per fiscal year per employee shall be \$625.00.

Employees terminating prior to January 1 of any fiscal year shall be responsible for repaying prorata share of Professional Reimbursement they have spent.

### **Section 8. Cell Phone**

Employee is eligible to receive the City Cell phone stipend, consistent with the current City Cell Phone Stipend policy.

### **Section 9. Retirement**

City provides retirement benefits through the California Public Employees Retirement System ("CalPERS"). Employee pays the 8% employee retirement contribution. As a CalPERS "classic" member, Employee's retirement benefit is based on a 2.7%@55 formula with the highest one year average.

Employee will be eligible for retiree medical benefits provided employee retires with 10 or more years of City service. The City's contribution will be the same retirement medical benefits that are offered to mid-management employees as specified in the Mid-Management MOU.

### **Section 10. Term**

The term of this Agreement shall be for the period from the date of execution through to March 31, 2025 unless terminated earlier by either party as provided herein.

### **Section 11. Termination**

A. Termination By City. Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee's City employment. Employee understands and agrees that Employee works at the will and pleasure of the City Manager, and that Employee may be terminated, or asked to resign, at any time, with or without cause. Notice of termination shall be provided to Employee in writing. "Termination," as used in this Agreement, shall also include 1) a request that Employee resign; 2) a reduction in Employee's salary or other financial benefits in a significant amount which is inconsistent with a reduction in salary or financial benefits for miscellaneous employees in the executive management team; 3) the elimination of Employee's position.

B. Termination by Employee. Employee may voluntarily terminate employment at any time by giving not less than fourteen (14) days' notice.

### **Section 12. Severance**

A. Subject to subsection (B) below, if this Agreement (and thus Employee's employment) is terminated, then Employee may become eligible for severance benefits as set forth in this Section. Eligibility for such severance payment is expressly conditioned upon Employee's execution (and expiration of any applicable revocation period) of (i) a waiver and release of any and all of Employee's claims against City, City's current and former Council members, and City's then-

current and former employees (“the Released Parties”), and (ii) a covenant not to sue all Released Parties. The amount of severance will be determined by the City Manager, but cannot exceed the lesser of (i) Employee’s monthly base salary multiplied by six (6) or (ii) Employee’s monthly base salary multiplied by the remaining number of months on the Agreement’s term. All normal payroll taxes and withholdings as required by law shall be made with respect to any amounts paid under this section.

B. If the termination of Employee is the result of gross mismanagement, an act of moral turpitude, or acts which would constitute a felony under California or federal law, Employee shall not be eligible for any severance pay. In such an instance, Employee’s sole remedy shall be a judicial action in declaratory relief to determine whether there was substantial evidence of gross mismanagement and/or an act or acts of moral turpitude. If the court determines there was not substantial evidence of the behavior negating Employee’s eligibility for severance pay, Employee shall receive the severance pay provided in this subsection, but no other damages.

**Section 13. Indemnification**

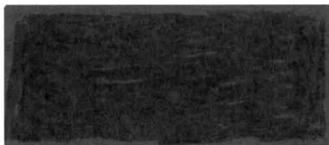
City shall indemnify and defend Employee in accordance with the California Government Claims Act. City’s obligation to defend and indemnify Employee shall extend only to the entry of a final judgment by the trial court, and shall not extend to providing defense or indemnity in connection with an appeal of the judgment, except as otherwise specifically required by law. City will determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee, as well as the amount of any settlement or judgment rendered thereon.

**Section 14. Notices**

Notice pursuant to this Agreement shall be given by personal service, by overnight delivery service (e.g. Federal Express), or by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City of Woodland  
300 First Street  
Woodland, CA 95695  
Attn: Ana Gonzalez, City Clerk

Employee:



Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission by overnight delivery or by the United States Postal Service.

**Section 15. General Provisions**

A. Integration. This Agreement sets forth and establishes the entire understanding between

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City and Employee. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written Agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on City and Employee and shall not be assignable or transferable, in whole or in part, by either party. Any such purported transfer or assignment shall be null and void.

C. Effective Date. This Agreement shall become effective on April 1, 2023.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. Statutory Requirements. This Agreement shall be deemed to incorporate by reference the provisions of Sections 53243 *et seq.* of the Government Code, as it may be amended or renumbered.

F. Attorney's Fees. If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action. Nothing in this subsection shall be read to prevent the parties from agreeing to some alternative method of dispute resolution. If such a method is agreed to, any final determination shall include an award of attorney's fees and costs by the presiding officer.

G. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and City agree that venue for any dispute shall be in Yolo County, California.

H. Representation by Counsel. The parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

I. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.



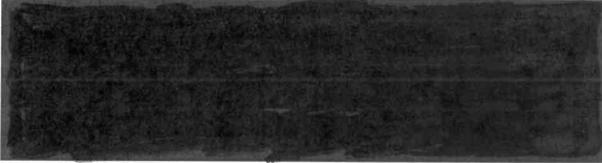
**EMPLOYER:**

**CITY OF WOODLAND**

By:   
Ken Hiatt, City Manager

3/29/23  
Date

**EMPLOYEE:**



3/30/2023  
Date

**APPROVED AS TO FORM**

  
Ethan Walsh, City Attorney  
Best Best & Krieger LLP

4/4/23  
Date

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